MASTER SALES, SERVICES and SOFTWARE LICENSING AGREEMENT

PART 1 – MASTER SALES, SERVICE, SOFTWARE LICENSING AND GENERAL TERMS & CONDITIONS AGREEMENT:

The parties agree as follows:

1. **Service Attachments:**
   a. The services to be delivered by RICADO and the fees for those services are described in one or more Service Attachments including page 1 details to this MSSA. The services to be provided under the Service Attachments are the "Services." The Service Attachments identify the terms and conditions applicable to particular Services, as opposed to those generally applicable to all Services.
   b. Except for Supplemental Services, and unless otherwise agreed in writing, the services to be delivered by RICADO to Customer are limited to those Services specifically described in the Service Attachments.
   c. In the event of any conflict between the terms of a Service Attachment and the terms of this MSSA, the terms in the Service Attachment control.
   d. Unless otherwise agreed, RICADO will perform all Services solely in RICADO's capacity as an independent contractor and not as an employee, agent or representative of Customer.
   e. These terms and conditions of supply shall apply to all goods sold to the Customer and shall take precedence over any terms which may be offered by the Customer.
   f. If any provision of these conditions is unenforceable that provision will be deemed modified to the extent necessary to make it enforceable or if modification is impractical the provision will be deemed deleted but without affecting the remainder of these conditions.

2. **Supplemental Services:**
   a. "Supplemental Services" are limited services and equipment Customer may need on a "one-off" or emergency basis that are not included within the scope of the Services described in the Service Attachments.
   b. Customer shall pay additional Service Fees for Supplemental Services. RICADO shall notify Customer of any such additional Service Fees and shall obtain Customer's approval prior to providing any Supplemental Services. However, RICADO has no obligation to determine the need for or to provide any Supplemental Services.
   c. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, whether express or implied.

3. **Requests for Changes:**
   a. If Customer wishes to implement changes in any Services during the term of an applicable Service Attachment, Customer must request those changes in writing and must deliver the request to RICADO. RICADO shall review and return the request to Customer with a written evaluation of the changes, including any cost associated with the changes and the impact the changes will have on the completion of the Services. Following its review of RICADO's evaluation, Customer then may choose to approve the changes by signing and returning to RICADO a copy of RICADO's written evaluation, which then will be subject to the terms of this MSSA and any applicable Service Attachment.
   b. No changes in any Service Attachment will be effective until RICADO receives such a Customer-signed evaluation of a written change request.
   c. Fees for Services are set forth in Service Attachments. Any services performed outside the Service Attachments will be at RICADO's then-current time and material rates unless otherwise agreed in writing.

4. **Quotation and Price:**
   a. All prices quoted for the supply of goods are in New Zealand dollars and are exclusive of any applicable taxes.
   b. All prices quoted are based on the cost at the time of quotation of goods; labour; materials; insurance; freight; duties; and currency exchange rates and all prices quoted shall be subject to any variation which is adverse to RICADO.
   c. A quotation shall apply only to the goods, services and quantity of goods specified.
   d. A quotation in respect of goods not manufactured by RICADO shall be subject to availability of those goods.
   e. All prices quoted are exclusive of installation and/or commissioning unless specified.

f. Where a quotation includes the commissioning of goods, RICADO nevertheless reserves the right to apply further charges if additional work is required to complete commissioning due to the failure of others to comply with RICADO's instructions regarding installation and/or connection, improper or negligent workmanship by or on behalf of the customer, or delays caused by or on behalf of the customer.

g. The quoted price will remain valid for 30 days from the date of quotation unless otherwise stated.

5. Pass-Through Expenses:

a. Customer shall pay RICADO's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by RICADO in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

6. Payment:

a. Payment of goods supplied to approved credit account holders shall be made in full by the 20th of the month following invoice date. In all other cases payment shall be made in full prior to delivery.

b. RICADO reserves the right to withdraw or refuse credit facilities or to require payment of a deposit before delivery.

c. Customer shall pay a late charge of one and one half percent (1.5%) per month for all invoiced amounts not paid within ten (10) days following Customer's receipt of that invoice (the "Payment Deadline").

d. RICADO reserves the right not to allow payment discounts if the customer's account is not current or payment is not made by due date.

7. Supply and Delivery:

a. Delivery of goods shall be deemed to be effected by RICADO delivering the goods to the delivery address nominated by the customer whether or not the customer is present at the time of delivery to acknowledge receipt.

b. RICADO will use its best endeavours to deliver goods to the customer by an agreed delivery date provided that RICADO shall not be liable for any economic or other loss whether direct or consequential incurred by the customer or any third party due to delays in delivery however caused.

c. Any time quoted for delivery shall be from the latest of the following dates :-
(i) The date of receipt by RICADO of an official order form; or
(ii) The date of receipt by RICADO of all necessary instructions and/or technical specifications in a form acceptable to RICADO or its supplier.

d. Any claim that goods are not as specified or are not delivered as stated in RICADO's invoice must be made to RICADO in writing within seven days of delivery or where goods are to be commissioned by RICADO within seven days of the date of RICADO completing commissioning.

e. Goods will not be accepted for return for credit without RICADO's prior approval.

f. RICADO warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed to be accepted unless Customer notifies RICADO in writing within ten (5) working days after performance that the Services did not conform to this warranty. RICADO promptly will correct any non-conformities and will notify Customer in writing that the non-conformities have been corrected.

g. RICADO reserves the right to employ sub-contractors to complete part or all of any installation, integration and maintenance of hardware and or software systems as it sees fit to most effectively complete and maintain any installation and service provided under this MSSA agreement.

8. Suspension of Service:

a. If Customer fails to pay all amounts owed to RICADO under this MSSA when due, then upon at least ten (10) days prior, written notice to Customer, and in addition to any other remedies available at law or in equity, RICADO may suspend Services under this MSSA until full payment is made. Following any suspension of service under this provision, and after Customer makes full payment to RICADO, and then RICADO shall restore the Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with RICADO's level of security, updates and best practices. Customer shall pay a "Reactivation Fee" for such restoration equal to $250.00. RICADO's right to suspend Services under this section is in addition to RICADO's right to terminate this MSSA for non-payment.

9. Risk and Title:

a. Title in the goods shall not pass to the customer until the customer has paid for the goods in full.

b. Notwithstanding that title in the goods shall not pass until full payment has been made, the risk of any loss or damage to the goods shall pass to the customer immediately upon delivery.

c. Notwithstanding that title in the goods may not have passed and without prejudice to any other rights and remedies RICADO may have (including the right of cancellation) if payment is not made for the goods on due date, RICADO may sue the Customer for the price of the goods and for any other losses or damages arising out of the Customer's default.

10. Term:

a. This MSSA commences on the MSSA Effective Date and will remain in effect until either party terminates it as permitted below.

11. **Customer Works:**
    a. Any original work, regardless of medium, that RICADO delivers to Customer and that does not consist of modifications to an existing RICADO Work (as defined below) is a "Customer Work," is to be deemed a "work made for hire" and is the sole, exclusive property of Customer, except for the following items, which do not constitute Customer Works:
        i. Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
        ii. Those portions of any deliverable consisting of information in the public domain;
        iii. Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
        iv. Those portions of any deliverable consisting of general computer consulting knowledge and information RICADO had or acquired during the performance of its Service for Customer, not including any proprietary business information of Customer, conveyed to RICADO by Customer. To the extent any Customer Work may be deemed not to be a "work made for hire" under applicable law, RICADO hereby irrevocably assigns and conveys to Customer all of its copyright in that Customer Work. RICADO further hereby irrevocably assigns to Customer all of its' patent, copyright, trade secret, know-how and other proprietary and associated rights in any Customer Work.

12. **License to Customer Works:**
    a. Customer hereby grants RICADO a limited, nonexclusive, revocable, royalty-free license to use any Customer Works for RICADO's internal business purposes during the term of this MSSA.

13. **RICADO Works:**
    a. Any writing or work of authorship, regardless of medium, created or developed by RICADO or Customer in the course of performance under this Agreement and related to existing works owned by RICADO is a "RICADO Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of RICADO.
    b. To the extent any RICADO Work for any reason that is determined not to be owned by RICADO, Customer hereby irrevocably assigns and conveys to RICADO all of its copyright in such RICADO Work. Customer further hereby irrevocably assigns to RICADO all of its' patent, copyright, trade secret, know-how and other proprietary and associated rights in any RICADO Work.

14. **License to RICADO Works:**
    a. RICADO hereby grants Customer a limited, nonexclusive, revocable, royalty-free license to use any RICADO Works for Customer's internal business purposes only during the term of this MSSA.

15. **Termination:**
    a. Either party may terminate this MSSA for any reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this MSSA will not, by itself, result in the termination of any Service Attachments, and this MSSA will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

16. **Warranties/Limitations of Liability:**
    a. RICADO warrants that all goods supplied by it are carefully inspected before delivery and that goods manufactured by RICADO shall be free from defective materials or workmanship under normal use and are in accordance with specifications whether notified separately in writing or affixed to such materials. RICADO's warranty for goods of its own manufacture shall be limited to the repair or replacement (at RICADO's discretion) of any items which have been proved defective upon examination by RICADO within 12 months of delivery.
    b. RICADO's warranty in respect of goods not manufactured by it shall be limited to the repair or replacement at the manufacturer's discretion of any items which have proved defective upon examination by RICADO within the manufacturer's warranty period.
    c. RICADO's warranty shall not apply in any circumstances where goods have been subjected to accident, negligent or improper use or work without RICADO's prior written consent.
    d. Without having any further liability in that regard RICADO will use its best endeavours to assign the benefit of any warranties or guarantees given to it by any manufacturer or third party supplier of any goods.
    e. Any repair or replacement work required to discharge RICADO's warranty shall be carried out at RICADO's premises. The cost of uplifting and returning goods to RICADO, re-delivering the goods back to the customer's site, and any re-installation shall be the responsibility of the customer.
    f. RICADO shall have no liability in respect of any other warranties, descriptions or representations as to fitness, suitability for purpose, merchantability or other specific conditions whether express or implied except to the

extent that such liability is required by law and in any event RICADO shall not be liable in any way to the customer or any third party for any indirect, special or consequential loss or damage.

g. If the customer acquires or holds itself out as acquiring the goods for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are expressly excluded.

h. RICADO is not to be held liable for any loss, damage, or expense to Customer except if caused by the intentional or wilful acts of RICADO. In addition, RICADO's liability under this Agreement is limited to the lesser of (1) the proceeds of any insurance available to it under its applicable insurance policies together with any self-insured retention amounts in connection with those policies, or (2) the amount of Monthly Service Fees paid by Customer to RICADO during the past six (6) months of service under this RICADO Master Services Agreement (excluding amounts paid under any Pre-Paid Support Agreement(s)). In the event of an insurance coverage dispute, RICADO is not required to dispute the coverage determination and is not be required to file any declaratory judgment action regarding that dispute. Under no circumstance is RICADO liable for the acts of third parties.

i. IN ADDITION, IN NO EVENT IS RICADO OR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, CONSULTANTS, SUPPLIERS, AFFILIATES, INSURERS, OR THEIR RESPECTIVE SUCESSORS AND ASSIGNS, TO BE HELD LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, DELAY, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER RICADO HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

j. During the Term of this Agreement, each party will maintain, at its own expense, commercial general liability insurance

17. Notices:

a. Any notice required to be served by either party shall be deemed to have been properly served if left at or posted in a pre-paid letter addressed to the other party at the place of business or residence of such party and any service by post shall be deemed to have been effected when the letter containing such notice would have been delivered in the ordinary course of post.

18. RICADO Access:

a. Customer shall supply RICADO necessary access to its personnel, appropriate documentation and records and facilities in order for RICADO to timely perform the Services.

19. Confidential Information:

a. Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

b. Confidential Information includes but is not limited to: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Customer; (b) any business plans and financial information of the other party; and (c) any information labelled as "confidential," all regardless of whether such information would be protected under the common law.

c. No copy of this MSSA, Service Attachments, quotes, discussions, negotiations, terms or conditions, pricing, or any other information relating to this MSSA may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

20. Internal Network Security Compromise Policy:

a. RICADO monitors the availability and performance of its internal firewall and web caching system. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on RICADO's servers are updated with all commonly available security hot-fixes and best practices. As appropriate, RICADO proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. RICADO also monitors and proactively manages the anti-virus protection of its servers and applications using industry recognized anti-virus software systems. RICADO maintains a comprehensive, information security program that contains industry standard, administrative, technical, and physical safeguards designed to prevent unauthorized access to Customer Data. RICADO designs its applications to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated

21. Privacy:

a. In the normal course of using the RICADO Service, data will be electronically collected and stored into the RICADO systems ("Customer Data"). The use of information collected through our service shall be limited to the purpose of providing the service for which the Customer has engaged RICADO. RICADO may access Customer Data for the purposes of providing the Service, preventing or addressing service or technical

problems, responding to support issues, responding to Customer's instructions or as may be required by law, in accordance with the relevant agreement between Customer and RICADO.

    b. RICADO processes Customer Data under the direction of its Customers, and has no direct control or ownership of the data it processes. Customers are responsible for complying with any regulations or laws that require providing notice, disclosure and/or obtaining consent prior to transferring the data to RICADO for processing purposes.

    c. An individual who seeks access, or who seeks to correct, amend, or delete data, should direct his or her query to RICADO. If the Customer requests RICADO to remove any personal data to comply with data protection regulations, RICADO will respond to authorised requests within 30 business days.

    d. RICADO will refer any request for disclosure of personal or company data by a law enforcement authority to the Customer. RICADO may, where it concludes that it is legally obligated to do so, disclose such data to law enforcement or other government authorities. RICADO will notify Customer of such request unless prohibited by law.

22. Data Retention:
    a. RICADO retains Customer Data according to the timeframes set forth in this contract with its Customers. A copy of all Data will be retained for external audit requirements only.

23. Force Majeure:
    a. If by reason of war, civil war, strike, act of nature, destruction or damage to goods or plant from any cause or interference by Government or other Authority or any other cause beyond the control of RICADO it becomes impossible for RICADO to make delivery in accordance with the contract RICADO shall be entitled to amend the contract and shall not be liable to the customer or any third party for any damages.

    b. These conditions shall be governed by and construed in accordance with the laws of New Zealand.

PART 2 – SOFTWARE TERM LICENSE AGREEMENT

This Software Term License & Agreement (the **Agreement**), effective as of the date specified in the Sales Order (the **Effective Date**), is entered into between RICADO, being a division of ComTech Solutions Limited, with a principal place of business in Te Puke, New Zealand (**Licensor**) and the licensee identified in the Sales Order that pertains to this Software (**Licensee**). The parties agree as follows:

24. Definitions:
    a. Documentation means the user guide, help information and/or other documentation generally provided by Licensor to licensees of the Software.

    b. Sales Order means the most recent RICADO Sales Order between RICADO and Licensee.

    c. Subscription Fee means the annual fee set out in the Sales Order payable for the license to use the Software, which includes standard support and maintenance services in accordance with RICADO's standard policy in effect at the commencement date of the Subscription Term (as such term is defined in the Sales Order).

    d. RICADO Code means RICADO's proprietary computer programs (in object code) that are specifically identified in the Sales Order or otherwise intentionally delivered to Licensee under this Agreement (e.g., updates delivered pursuant to the support and maintenance services).

    e. **"Software"** means all and any software installed on the Equipment or provided by RICADO to Customer for installation on Customer's computer equipment. This MSSA does not transfer any right, title, or interest in the Software to Customer. Customer's use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Customer upon request.

25. License:
    a. **Software.** Subject to all terms and conditions in this Agreement, Licensor grants to Licensee a nonexclusive, non-transferable, non-sublicenseable right and license to use the Software and the Documentation for internal business purposes for the Subscription Term specified in the Sales Order.

    b. **Limitations.** The Software is licensed as a single product and Licensee may not separate or use its component parts beyond that which is expressly authorized in the Sales Order. In addition, Licensee agrees that its use of the Software shall comply with all other limitations, prohibitions and conditions set forth in the Sales Order (including without limitation, any restriction regarding: Software usage, such as the number of installed production servers or number of users; the time period during which use of the Software is permitted).

    c. **License Control.** Licensee acknowledges that the Software may contain code or require license keys or that detect or prevent unauthorized use of, or disable, the Software.

    d. **Support.** For so long as Licensee is current in payment of all Subscription Fees and subject to the terms and conditions of this Agreement, Licensee will receive support and maintenance services in accordance with RICADO's standard policy in effect at the commencement date of the Subscription Term.

    e. Customer represents that it has title to or license or rights to use or modify and has license or rights to permit RICADO to use, access or modify any software that Customer has requested RICADO use, access or modify as part of the Services.

  f. RICADO shall not be responsible for the user's programming of a programmable Product, or any consequence thereof.

  g. Customer shall not, and shall not permit any third party, to:

    i. distribute or allow others to distribute copies of the Software or any part thereof to any third party,

    ii. tamper with, remove, reproduce, modify or copy the Software or any part thereof,

    iii. provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or

    iv. reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

26. Implementation and Services:

  a. **Licensor.** To the extent expressly specified in the Sales Order, Licensor shall (a) implement the Software ("Implementation Services") and (b) perform the professional services (the "Professional Services"). Licensor may use third party subcontractors in providing the Implementation Services and Professional Services. Licensor shall be responsible for the performance of such subcontractors.

27. Payments:

  a. **Fees.** Licensee agrees to pay Licensor the Subscription Fees and any applicable Implementation Services Fees and Professional Services Fees (together, "Fees"), in the amounts and at the times specified in the Sales Order.

  b. **Payment Terms.** Unless specified otherwise, all Fees due hereunder shall be paid annually in advance. Fees will be due in full within 30 days after the date of invoice. The first annual Subscription Fees will be invoiced promptly after the Effective Date. Subsequent annual Subscription Fees will be invoiced at least 30 days prior to the anniversary of the Subscription Term, and are due in full no later than the anniversary of the Subscription Term. All payments shall be in NZD dollars and shall be made to Licensor's address (or, at its option, to an account specified by Licensor). Any amount not paid when due shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Licensee agrees to reimburse Licensor for all costs (including attorneys' fees) incurred in collecting late payments.

  c. **Audit.** Upon reasonable advance written notice, Licensor shall have the right to have a quarterly audit of Licensee's use of the Software to verify Licensee's compliance with this Agreement. Licensee shall make its systems and all applicable books, records and transaction logs available for such inspection during normal business hours at Licensee's principal place of business. Any audit shall be at Licensor's expense, unless it discloses an underpayment by Licensee for the audited period in excess of 5%, in which case Licensee shall reimburse Licensor for such expenses.

28. Proprietary Rights:

  a. **Restrictions.** Except as specifically permitted in this Agreement, Licensee shall not directly or indirectly: (a) use any Confidential Information to create any software or documentation that is similar to any Software or Documentation; (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (c) encumber, loan, lease, rent, sublicense, transfer or distribute any Software, or use the Software for the benefit of any third party (e.g., service bureau arrangement); (d) copy, create derivative works of or otherwise modify any Software or Documentation; (e) use or allow the transfer, transmission, export or re-export of all or any part of the Software (or any product thereof) in violation of any export control laws or regulations of the United States or any other relevant jurisdiction; or (f) permit any third party to do any of the foregoing. Licensee will promptly notify Licensor in writing of any unauthorized use, reproduction or distribution of any Software.

  b. **No Implied Licenses.** Except for the limited rights and licenses expressly granted hereunder, no other license is granted (by implication, estoppels or otherwise), no other use is permitted and Licensor (and its licensors) shall retain all rights, title and interests (including all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights) in and to the Software and Documentation. Licensee agrees not to take any action inconsistent with such ownership.

  c. **Markings.** Licensee shall not (and shall not permit any third party to) alter, obscure or remove any patent, trademark or other proprietary or legal notice deployed by or contained on any Software, Documentation or packaging.

  d. **Third Party Code.** The RICADO Code may operate, interface or be delivered with software or other technology that is identified in the Documentation ("Third Party Code") and licensed from and owned by third parties ("Third Party Licensors"). Licensee agrees that (a) it will use Third Party Code in accordance with this Agreement (unless different terms are specified in the applicable license set forth or referenced in the Documentation), (b) no Third Party Licensor makes any representation or warranty to Licensee concerning the Software, and (c) no Third Party Licensor will have any obligation or liability to Licensee as a result of this Agreement or Licensee's use of the Software. Upon Licensee's specific written request received during the term of this Agreement, Licensor will make available the source code for Third Party Code, but only if such source code was made available to RICADO and doing so is required by the applicable license.

29. **Warranty and Disclaimers:**
    a. **Software.** Licensor warrants to Licensee that the unaltered RICADO Code will operate substantially in conformance with the Documentation for 90 days after the Effective Date. Any warranty claim under this Section 7.1 must be made in writing to Licensor during such 90-day period. Licensor's sole obligation and Licensee's exclusive remedy in respect thereof is to use reasonable efforts to repair or replace the RICADO Code that Licensor determines, in its reasonable judgment, is nonconforming or, at Licensor's sole discretion, to accept return of the nonconforming RICADO Code and upon receipt thereof, Licensor shall refund to Licensee the amount that Licensee paid there for.
    b. **Exclusions.** The foregoing warranty shall apply only to the RICADO Code licensed under the Enterprise Standard or Enterprise Premium edition of the Software, and shall not apply to any nonconformity resulting from any hardware, operating system or other software to any RICADO Code that was licensed under the Enterprise Developer edition of the Software or that was (a) used in violation of this Agreement, (b) used, handled, operated, maintained or stored improperly, or in any manner not in accord with the Documentation, industry standard practice or Licensor's instructions or recommendations, or (c) combined, altered, modified or repaired other than by or for Licensor.
    c. **Disclaimers.** EXCEPT AS EXPRESSLY SPECIFIED HEREIN, THE SOFTWARE, DOCUMENTATION AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY LICENSEE APPLICATION OR ENVIRONMENT OR OTHERWISE MEET LICENSEE'S REQUIREMENTS, OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.
    d. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITSELF AND ITS LICENSORS, LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, ACCURACY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

30. **Indemnification:**
    a. **Exclusions.** Licensor shall have no liability or obligation to Licensee hereunder with respect to any RICADO Code licensed under the Enterprise Developer or Enterprise Standard edition of the Software or to any claim based upon (a) any use of the Software not strictly in accordance with this Agreement, (b) any use of Software in an application or environment or on a platform or with devices for which it was not designed or contemplated, (c) alterations, combinations or enhancements of the Software not created by Licensor, (d) Software that complies with Licensee's requirements, (e) Licensee's continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Software after being provided modifications that would have avoided the alleged infringement, or (f) any intellectual property right in which Licensee or any of its affiliates has an interest.
    b. **LIMITATION OF LIABILITY.** LICENSOR (AND ITS LICENSORS) SHALL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE INDEMNIFICATION), REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE SUBSCRIPTION FEES PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE GIVING RISE TO SUCH DAMAGES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

31. **Term:**
    a. **Term.** This Agreement shall commence on the Effective Date and continue in effect for the Subscription Term unless specified otherwise in the Sales Order. Thereafter, and unless otherwise specified in the Order Form, this Agreement shall automatically renew for the same Subscription Term duration specified in the initial Sales Order unless either party notifies the other in writing of its intention not to renew by no later than sixty (60) days before the expiration of the then-current term.