

## Dataworks Software License Agreement

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**6.3 Exclusive Remedy.** Your sole and exclusive remedy under this DSLA is, at Dataworks' option, either: (a) repair or replacement of Software; or (b) a refund of the license fees paid for the non-conforming Software. Dataworks may ask You to return or destroy the Software as a condition of the remedy detailed in this section of the DSLA.

**7. Third Parties.** As applicable, certain parts of the Software may be using features provided by third parties, some of which are managed by third-party providers for which additional agreements and costs may apply. Please review such additional terms and costs carefully.

**8. Use by Authorized Users.** You may allow Your agents (collectively, *Authorized Users*) to use the Software solely on Your behalf for Your internal operations. You are responsible for ensuring that all Authorized Users comply with the terms of this DSLA, and You are liable for any breach of the DSLA by such Authorized User(s). To the extent permitted by applicable law, You must ensure that any third party using the Software on Your behalf bring all claims related to the Software to Your attention, and that such Authorized User(s) waive all claims directly against Dataworks related to such claims.

**9. Indemnification.** You will defend, indemnify and hold harmless Dataworks, its licensors, partners, and any of Dataworks' employees, shareholders, officers, directors, agents, and other affiliates (collectively, the *Affiliated Parties*) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses, including, without limitation, attorneys' fees and costs, arising from: (a) You or Your Authorized User(s) use or misuse of the Software; (b) You or Your Authorized User(s) violation of any terms of this DSLA; (c) You or Your Authorized User(s) violation of any third-party right, including, without limitation, any intellectual property, property, personality, or privacy right; or (d) any claim that Your use of the Software caused damages to a third party. Your indemnity obligation under this section of this DSLA shall survive this DSLA and Your use of the Software.

**10. Miscellaneous.**

**10.1 Governing Law, Jurisdiction and Dispute Resolution.** The DSLA will be governed by and interpreted under the laws of the State of Washington. The Parties irrevocably consent to resolve any dispute or conflict arising out of or relating to the DSLA by binding arbitration in Seattle, Washington by one (1) arbitrator through JAMS DISPUTE RESOLUTION SERVICES, and in accordance with the AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES. Any judgment resulting from such a proceeding will be enforceable in any applicable state or federal court. The Party substantially prevailing in any such proceeding will be entitled to recover all costs and expenses of such proceeding, including reasonable attorney's fees and costs.

**10.2 Export Controls.** The Software is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of the U.S. and foreign agency or authority relating to the Software and Your use of the Software. The Software may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially

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**10.3 No Waiver.** No failure or delay by Dataworks (or its licensors) to exercise any right or remedy provided under this DSLA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**10.4 Transferability.** This DSLA will be binding on and inure to the benefit of the Parties' respective successors, assigns, heirs, and personal representatives. You will not assign or transfer any right or obligation under this DSLA without the prior written consent of Dataworks and any attempted assignment without Dataworks' prior written consent will be null and void. Dataworks may transfer any rights or obligations under this DSLA without Your prior written consent.

**10.5 Completeness and Severability.** This DSLA and any other legal notices published by Dataworks on the Software constitutes the entire DSLA between the Parties concerning Your use of the Software. If any provision of this DSLA is deemed invalid by a Court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this DSLA, which remain in full force and effect.

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**10.7 Terms of Construction.** The words "hereof", "herein" and "hereunder" and words of similar import when used in this DSLA refer to this DSLA as a whole and not to any particular provision. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or".

**10.8 Questions.** Questions about this DSLA should be sent to Dataworks via e-mail to [support@freezerworks.com](mailto:support@freezerworks.com) or via mail to Dataworks, Inc., Attn: Software Questions, P.O. Box 174, Mountlake Terrace, WA 98043.