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21.3. For Perpetual Licenses. You shall have the right to use the Software indefinitely, subject to the termination provisions in this Agreement. You understand and agree that the Software Support services for each Perpetual License will terminate automatically upon expiration of the initial software Support service term included with the acquisition of the License. Thereafter, the software Support services may be renewed for any Software, at the then-current price, and for the then-applicable term, as long as Licensor offers such services for such Software.

21.4. Notice of Non-Renewal. Unless otherwise specified, to prevent renewal of your term, you or the Licensor must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Term. If you decide not to renew, you may send the notice of non-renewal by email to cancel {at} approbotic.com.

22. TERMINATION; SUSPENSION.

22.1. Termination for Cause. Licensor may terminate this Agreement and all Licenses granted hereunder by written notice to you if you breach any material term of this License, including failure to pay any License fees due, and you have not cured such breach within ten (10) days of written notification. Licensor may immediately terminate upon notice this Agreement and all Licenses granted hereunder should you breach the terms and conditions of Sections 2, 3, 4, 12, and/or 13. You may terminate this License at any time, for any reason. You shall not be entitled

to any refund if this License is terminated, except for License fees paid for any Software for which the Acceptance Period has not expired at the time of termination. Upon termination, you shall promptly return all but archival copies of the Software in your possession or control, or promptly provide written certification of their destruction.

22.2. No Early Termination; No Refunds. Unless otherwise stated herein, the Term will end on the expiration date and cannot be cancelled early. The Licensor does not provide refunds if you decide to stop using the Software during your Term.

22.3. Suspension for Prohibited Acts. The Licensor may suspend your access to any or all services under this Agreement without notice for: (i) use of the Software in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, (ii) use of the Software that results in excessive hard bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity. The Licensor may, without notice, review, edit and delete any Customer Data or Customer Materials that we determine in good faith violate these terms, provided that, the Licensor has no duty to prescreen, control, monitor or edit your Customer Data or Customer Materials.

22.4. Suspension for Non-Payment. The Licensor will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, the Licensor may suspend your access to any or all of the services provided ten (10) days after such notice. The Licensor will not suspend such services while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If any service is suspended for non-payment, the Licensor may charge a re-activation fee to reinstate such service.

22.5. Suspension for Present Harm. If your website, or use of, the Software: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Software or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to the Licensor or others, then the Licensor may, with electronic or telephonic notice to you, suspend all or any access to any service provided by the Licensor. The Licensor will try to limit the suspension to the affected portion of the services and promptly resolve the issues causing the suspension of the services. Nothing in this clause limits the Licensor's right to terminate for cause as outlined above, if the Licensor determines that you are acting, or have acted, in a way that has or may negatively reflect on or affect the Licensor, its prospects, or its customers.

23. JURISDICTION AND VENUE. This Agreement shall be construed with and governed by the substantive laws of the State of Florida. Should any claim or controversy arise between the Parties under the terms of this Agreement or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in Broward County, Florida, and said state and federal courts for the State of Florida shall be the only appropriate jurisdiction and venue therefore.

24. **ARBITRATION.** EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, however the Parties may agree to conduct the arbitration by telephone, online and/or solely based on written submissions. The number of arbitrators shall be one (1). The place of arbitration shall be Broward County, Florida. State law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

25. **NO WARRANTY.** LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY.

26. **LIMITATION OF REMEDIES.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL LICENSOR, OR ITS SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, PERSONAL INJURY OF PATIENTS, PHYSICAL OR EMOTIONAL IMPAIRMENT OF PATIENTS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR ANY FUNCTION THERETO INCLUDING ACCESS TO BOOKS (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM LICENSOR'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

27. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Licensor, its suppliers, and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction or distribution of the Software; or your breach of any representation, warranty, or obligation under this Agreement.

28. SEVERABILITY. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

29. ENTIRE AGREEMENT. You further agree that this Agreement is the complete and exclusive statement of the agreement between you and Licensor which supersedes all proposals or prior agreements, oral or written, and all other communications between you and Licensor relating to the subject matter of this agreement. This Agreement may only be modified by a written agreement signed by both you and Licensor.

30. NO WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated herein, and each such waiver shall operate only as to the specific term or condition waived but shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

31. ACKNOWLEDGMENT. By downloading, installing or using any part of this Software, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

32. FORCE MAJEURE. Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

33. ACTIONS PERMITTED. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.