



**Palisade Company, LLC**  
**Software End User License Agreement (“Agreement”)**

THIS IS A CONTRACT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING, DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. BY PURCHASING, DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

**1. DEFINITIONS.**

“**Activation ID**” means the alphanumeric code provided with the Software to unlock full functionality and assign either the Server Software or the Standalone Software license to a particular device.

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with You. For purposes of the foregoing, “control” means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of Your company, or (ii) greater than fifty percent (50%) of the ownership interest in Your company.

“**Agreement**” means this End User License Agreement between You or the End User as specified in the applicable Quote.

“**Client Software**” means, where a “Concurrent Network” version of @RISK or DecisionTools Suite software is included in Your Quote, the client version of such software programs, which access the Server Software, any Documentation Palisade makes available with them (and updates to it), and updates and upgrades to the Client Software at any time.

“**Confidential Information**” means all information and materials obtained by a party (the “**Recipient**”) from the other party (the “**Disclosing Party**”), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. See Section 13.1 (Confidential Information) for further definition.

“**Documentation**” means any standard online installation materials, technical specifications, and technical user documents relating to the Software provided to You by Palisade.

“**Palisade**” means Palisade Company, LLC, having its headquarters at 130 East Seneca Street, Suite 505, Ithaca, NY 14850 USA or any of its worldwide subsidiaries.

“**Server Software**” means, where a “Concurrent Network” version of @RISK or DecisionTools Suite software is included in Your Quote, the server version of such software programs, which are accessed by the Client Software, any Documentation Palisade makes available with them (and updates to it), and updates and upgrades to the Server Software at any time.

“**Software**” means, collectively, Server Software and Client Software together, or the Standalone Software.

“**Standalone Software**” means, where a “Desktop” version of @RISK or DecisionTools Suite software is included in Your Quote, the standalone version of such software programs, any Documentation Palisade makes available with them (and updates to it), and updates and upgrades to the Standalone Software at any time.

“**Subscription Period**” means the period as set forth on the Quote during which You are permitted to install, use and operate the Software, as further described in Section 2 (LICENSE SCOPE).

“**Support Services**” means technical support services and the provision of upgrades or updates for the Software as defined in Section 12 (SOFTWARE SUPPORT SERVICES).

“Quote” means the document provided by Palisade or, in the event of a reseller, the document provided by the reseller, that must be signed by You. The Quote may contain Your bill to and ship to address, the specific Software, type of license, quantity, term of license, and economic terms including, but not limited to license fees, frequency of billing, and payment terms.

“You” or “you” and “Your” means the individual or legal entity acquiring the Software and your Affiliates (if applicable).

## 2. LICENSE SCOPE.

2.1 Subscription License. Subject to the terms of this Agreement and payment of the fees set forth in the Quote, this license grant to the Software is for the Subscription Period set forth on the Quote (“**Initial Subscription Period**”). The Initial Subscription Period begins on the date the Activation ID is delivered to You. Billing and payment will be in accordance with the terms described in the Quote. At the end of the Initial Subscription Period, or any Subscription Period (as defined below) thereafter, the Subscription Period will renew automatically at then-current rates, for the same Subscription Period as the previous Subscription Period (each a “**Subscription Renewal Period**” and together with the Initial Subscription Period the “**Subscription Period**”) unless Palisade or You opt out no less than thirty (30) days before the expiration of the then-current Subscription Period by delivering written notice to the other party. If You want to opt out, You must send a notice to [renewals@palisade.com](mailto:renewals@palisade.com) advising Palisade of Your intent to opt out by that deadline. The opt-out notice must include Your complete name, company, and Software serial number or Activation ID. Palisade’s notice will be sent to the last email address You gave Palisade.

2.2 License Grant. Subject to the terms of this Agreement and payment of the fees set forth in the Quote, Palisade hereby grants to You, and You accept, a limited, non-exclusive, non-transferable (except as expressly permitted in Section 8 (ASSIGNMENT), non-sublicensable license to install, use and operate the Software in compliance with the Documentation, in compliance with all applicable laws and regulations and as specified herein in executable, machine-readable, object code form only and only on devices owned or controlled by You. You may use the Software solely to process Your information and the information of Your Affiliates. This Agreement shall remain in full force and effect for the duration of Your use of the Software.

### 2.3 License Type.

2.3.1 If the Quote indicates a Concurrent Network version, the license terms permit installation and use of one copy of the Server Software on one server or device, along with other rights, as described below. Before You use the Server Software under a license, You must assign that license to one device. That device is the licensed device (“**License Device**”). Each hardware partition or blade is considered to be a separate device. You may install and use one copy of the Server Software on the Licensed Device. The components of the Server Software are licensed as a single unit. You may not separate the components and install them on different devices.

The license terms also permit installation of the Client Software on an unlimited number of computers or devices. Usage of the Client Software is limited to the number of concurrent or simultaneous users that have been licensed pursuant to the Quote and as governed by the Server Software. You must separately purchase Client licenses for each individual user or device that accesses or uses the Server Software at the same time.

Client Software may be used on a device disconnected from the Server Software by using the Server Software’s “borrowing” feature. A Client license may be borrowed for off-network use by a single user on a single device for a temporary time period that You specify. When a Client license is borrowed, it is not available for use on any other device or by any other user.

2.3.2. If the Quote indicates a Desktop version, the license terms permit installation and use of one copy of the Standalone Software on one computer or device, along with other rights, as described below. Before you use the Standalone Software under a license, you must assign that license to one device. That device

is the Licensed Device. Each hardware partition or blade is considered to be a separate device. You may install and use one copy of the Standalone Software on the Licensed Device.

2.4 The Software is licensed in accordance with this Agreement, not sold. This Agreement only grants You some limited rights to use the Software. Palisade reserves all ownership, intellectual property, copyright, and other rights not expressly granted to You under this Agreement. You may use the Software only as expressly permitted in this Agreement. You may not: (i) sell, rent, lend, lease, sublicense, transfer, assign, distribute, disclose or provide access to the Software, updates or Documentation (ii) use the Software, updates, or Documentation on a “service bureau” basis for any other time-sharing purpose to any party, or in any other way which allows unauthorized third parties to use or exploit the Software; (iii) reverse engineer, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Software; (iv) use the Software in any manner that violates any applicable law, including in violation of the intellectual property or other rights of any third party, including privacy rights (v) publish or display the Software; (vi) distribute or make available the Activation ID(s) for the Software, or updates, to a third party (vii) modify, translate, adapt or create derivative works based upon the Software or Documentation; (viii) make more copies of the Software than specified in this Agreement; (ix) modify, remove or cover proprietary notices in or on the Software, updates or Documentation; (x) authorize or permit unauthorized use of or access to the Software. You may not set up the Software in any manner that would enable more users to access or use the Software than have been licensed, whether simultaneously or in series, including, but not limited to, setting up the Software for remote access or connecting the Software to a web portal, batch processing gateway or other similar means for feeding data to the Software.

**3. SOFTWARE ACTIVATION.** Activation associates the use of the Server Software or Standalone Software with one specific device. During activation, the Software will send information about itself and the Licensed Device to Palisade. This information includes the Activation ID and information derived from the hardware configuration but does not include any personally identifiable information about any user. BY INSTALLING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION TO PALISADE AND USE OF SUCH INFORMATION BY PALISADE FOR ACTIVATION PURPOSES. Palisade does not use this information to identify or contact You. After the time allotted for activation expires, Your rights to use the Software will be limited until the Server Software or Standalone Software is activated. This is to prevent unlicensed use. You can activate the Software by Internet (which may happen automatically upon installation if You have a live Internet connection during installation) or e-mail. Some changes to Your computer components or to the Software may require You to reactivate. The Software will remind You to activate until You do. The Client Software does not require activation.

#### **4. TERM: TERMINATION.**

4.1 Term of Agreement. The term of this Agreement will commence upon Your signature of the Quote and will continue for the duration of the Subscription Period set forth in the Quote unless terminated earlier as set forth herein.

4.2 Termination of Agreement for Breach. This Agreement may be terminated for cause by either party in the event of any material breach by the other party which breach remains uncured thirty (30) days after the provision of written notice thereof.

4.3 Termination of Subscription Period. This Agreement will automatically terminate upon expiration of the Subscription Period if notice is provided pursuant to Section 2.1.

4.4 Effects of Termination. Upon any termination of this Agreement, You must cease using and destroy all copies of the Software and Documentation. Notwithstanding the foregoing, terms of this Agreement which by their nature apply after termination or non-renewal of this Agreement shall survive, including but not limited to: Sections 14 (LIMITED WARRANTY) and 16 (LIMITATION ON AND EXCLUSION OF DAMAGES).

**5. VALIDATION & USAGE.** The Software may from time to time update the validation feature of the Software. Validation verifies that the Software has been activated and is properly licensed. During a

validation check, the Software will send information about the Software to Palisade. This information includes the Software Activation ID. Palisade does not use this information to identify or contact You. If validation indicates that the Software usage exceeds the parameters set forth on the Quote, Palisade will contact You relating to the usage discrepancy. If You do not rectify the usage discrepancy within ten (10) days after the notification from Palisade, the use of the Software may be restricted. BY INSTALLING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION TO PALISADE AND USE OF SUCH INFORMATION BY PALISADE FOR VALIDATION PURPOSES.

To improve future product releases, Palisade collects anonymous information on Your usage of the Software. Usage data includes basic information about the computing environment (e.g. OS version, Office version, system language), as well as statistics about use of product features (e.g. commands clicked, function types used, number of iterations performed). You may opt in or out of such data collection at any time through the Help menu in the Software. Usage data does not include any personally identifiable information about any user or spreadsheet model, and Palisade does not collect and is not able to access any data that You input and/or use in the Software.

Additionally, the Software may create and store a log of technical details concerning installation and use of the Software, including, but not limited to, technical information about the Licensed Device on which the Software is installed or used, the number of users accessing the Software and the time and date of each use. The information stored in the log file does not include any personally identifiable information about any user. You may not alter the log file in any way, and You agree to provide Palisade with prompt access to the log file upon request by Palisade.

**6. BACKUP COPY.** You may make copies of the Software solely for backup and archival purposes. You must reproduce and include the copyright and other proprietary notices on all backup and archival copies.

**7. REASSIGN TO ANOTHER DEVICE.** You may reassign the Software license to a different Licensed Device any number of times, but not more than one time every 90 days. To reassign the Software, You must first deactivate and uninstall the Software on the first Licensed Device so that it is no longer functional.

**8. ASSIGNMENT.** Your rights in and to the Software provided under this Agreement may not be assigned, licensed, pledged, or otherwise transferred voluntarily, by operation of law or otherwise without Palisade's prior written consent, and any such prohibited assignment shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement to any Affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and/or assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has, by providing prompt written notice to Palisade, assumed in writing or by operation of law, its obligations under this Agreement, provided that You may not assign this Agreement to a direct competitor of Palisade. You may not transfer the licenses for one component of the Software independently of the other component of the Software. For the sake of clarity, in the case of Concurrent Network versions, the Server Software and all Client Software installations and licenses must be transferred as a single unit. In the event of assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns. Any assignment or attempted assignment in breach of this Section shall be void.

**9. TRIAL AND CONVERSION.** The Software may be licensed on a trial basis. Your rights to use the Software on a trial basis are limited to the trial period as indicated at [www.palisade.com/trials](http://www.palisade.com/trials) or in an email from a Palisade representative. Upon signature and payment of license fees pursuant to the terms of a Quote presented to You from Palisade, You may license use of the Software. After expiration of any trial period without conversion, the trial Software will stop functioning and licensing rights will end. During the trial period You do not receive Support Services.

**10. DOCUMENTATION.** The Documentation included with the Software may be copied and used for internal purposes only. You must replicate all copyright and other proprietary notices on the Documentation if You copy it.

**11. ACADEMIC EDITION SOFTWARE.** You must be a qualified academic user (as defined at [www.palisade.com/academic](http://www.palisade.com/academic)) to license and use Student, Academic, and Course License editions of the Software.

**12. SOFTWARE SUPPORT SERVICES.**

12.1 Support Services Description. Support Services includes technical support and Software updates and upgrades for the current version and the immediate prior version and as further set forth below.

12.2 Support Services are included in the Subscription license fees.

12.2.1 Technical Support. Except for the DecisionTools Suite Student Version (as described at [www.palisade.com/academic](http://www.palisade.com/academic)), technical support is available for the Software in the form of live support via telephone, e-mail, or web portal during Palisade technical support operating hours (as described at [www.palisade.com/support](http://www.palisade.com/support)). Technical support is not available at Your physical site. Self-serve support in the form of searchable knowledge base articles, forums, and other resources is available 24 hours per day, 7 days per week at [www.palisade.com/support](http://www.palisade.com/support). Technical support is limited to: assistance with Software and Software update and upgrade installation, activation, transfers, error messages, bugs, or operational problems. Technical support is limited to the computing environments (such as versions of Windows and Excel) and Software versions listed at [www.palisade.com/support](http://www.palisade.com/support). Technical support does not include: auditing and de-bugging of models; complete installation services; Software training; consulting or model building; automation or customization of models; hardware troubleshooting or diagnosis; or any other services not specified above.

12.2.2 Upgrades. Upgrades provided under the Support Services are limited to version number upgrades to the same product and same edition only (e.g. @RISK Professional 1.0 to @RISK Professional 2.0). After You upgrade, You may no longer use the earlier version of the Software from which You upgraded. Upgrades under Support Services do not include new software products, different software products (e.g. You may not upgrade from @RISK to DecisionTools Suite), or different editions of a software product (e.g. You may not upgrade from @RISK Professional to @RISK Industrial).

12.3 In order to receive (or continue to receive) Support Services You must use the Software in compliance with this Agreement. You understand that Support Services are for Your use only and not for distribution to or use by others. If the Software is used in breach of this Agreement, Palisade may discontinue the provision of Support Services including withholding delivery of updates and/or upgrades.

12.4 During the provision of Support Services, You agree to install the latest updates or upgrades (including patches) that Palisade recommends to resolve a problem. You also agree to follow Palisade recommendations and provide all information reasonably requested by Palisade to resolve a problem. Such information may include but is not limited to: Your name and company; serial number or activation ID; Software name and version; host application and operating system information; error messages; screen captures; access to view Your computer via desktop-sharing software as much as is feasible; and models or output data as much as is feasible.

**13. CONFIDENTIALITY.**

13.1 Confidential Information. Confidential Information includes, without limitation, all information relating to the Disclosing Party's business plans, marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, and, in Your case, any and all of Your data. "Your Data" means all proprietary information and data owned by You and input into the Software as part of the use of the Software in accordance with the terms of this Agreement. Confidential Information of Palisade also includes the results of any tests or performance analyses run by You on the Software or Services, including, but not limited to, functionality testing, code review, static code analysis, unit testing, single user performance testing, or vulnerability testing. Confidential Information does not include information that (i) is already known to the Recipient prior to its disclosure by the Disclosing Party; (ii) is or becomes generally known through no wrongful act of the Recipient; (iii) is independently developed

by the Recipient without use of or reference to the Disclosing Party's Confidential Information; or (iv) is received from a third party without restriction and without a breach of an obligation of confidentiality. Confidential Information of Palisade also includes the Software, Documentation, the Quote and pricing contained therein. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section 13.1. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written permission except as necessary for the provision of the services or use of the Software, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature, but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law.

13.2 Irreparable Harm. Each party acknowledges and agrees that violation of this Section 13 may cause irreparable harm to the Disclosing Party, and the Recipient agrees that the Disclosing Party may seek injunctive relief if the Recipient breaches or threatens to breach this Section 13, without needing to post any bond, and without limitation of any other rights and remedies available to it.

**14. LIMITED WARRANTY.** If You follow the Documentation and comply with the terms and conditions of this Agreement, Palisade warrants the Software will perform substantially as described in the Documentation during the warranty period ("**Limited Warranty**"). This Limited Warranty covers the Software for 90 days after the initial Activation ID is provided by Palisade "**Warranty Period**". This Limited Warranty does not cover problems caused by Your acts (or failure to act), the acts of others, or events beyond Palisade's reasonable control.

In the event the Software does not meet this Limited Warranty, Palisade will repair or replace the Software at no charge. If Palisade cannot repair or replace the Software, Palisade will refund the amount shown on Your paid invoice for the Software. You must deactivate the Software to obtain a refund. **These are Your only remedies for breach of this Limited Warranty.**

PALISADE PROVIDES SUPPORT SERVICES WITHOUT WARRANTY OF ANY KIND.

EXCEPT AS EXPRESSLY SET FORTH IN THE SECTION, PALISADE AND ITS SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SOFTWARE, SUPPORT SERVICES, OR ANY OTHER PROFESSIONAL SERVICES SUPPLIED IN ACCORDANCE WITH THIS AGREEMENT WHETHER EXPRESS, IMPLIED, OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, EFFECTIVENESS, CURRENCY OR COMPLETENESS OF THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES. PALISADE DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE SOFTWARE OR SUPPORT SERVICES WILL BE ERROR-FREE, VIRUS-FREE, UNINTERRUPTED, SECURE, FREE FROM OTHER FAILURES OR WILL MEET YOUR REQUIREMENTS. PALISADE'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF PALISADE'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE OR USE OF THE SOFTWARE IN COMBINATION WITH ANY SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION. YOU ARE SOLELY RESPONSIBLE FOR THE LICENSED DEVICE.

## **15. INDEMNIFICATION.**

15.1. Your Indemnification Obligation. Subject to the terms and conditions set forth in this Section 15.1, You shall, at Your own expense, defend Palisade and its officers, directors, shareholders, and employees,

("Palisade Indemnitees") from and against any and all allegations, threats, claims, suits, and proceedings brought by unaffiliated third parties (collectively "Claims") arising from liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") arising from an allegation that Your unauthorized use of the Software or any of Your data infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets; and shall indemnify Palisade Indemnitees from and against Losses to the extent based upon such a Claim. The foregoing indemnification obligations apply only if each of the following conditions are met: Palisade (i) gives You prompt written notice of such Claim, (ii) grants You sole control of the defense or settlement of such Claim, and (iii) reasonably cooperates with You, at Your expense, in defense or settlement of the Claim.

15.2. Palisade's Indemnification Obligation. Subject to the terms and conditions set forth in this Section 15.2, Palisade shall, at its own expense, defend You and Your officers, directors, shareholders, and employees ("Your Indemnitees") from and against any Claims arising from an allegation that any Software or Services provided to You hereunder ("Subject IP") as used in accordance with the Documentation and this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets; and shall indemnify Your Indemnitees from and against Losses to the extent based upon such a Claim. The foregoing indemnification obligations apply only if each of the following conditions are met: You (i) give Palisade prompt written notice of such Claim, (ii) grant Palisade sole control of the defense or settlement of such Claim and (iii) reasonably cooperate with Palisade, at Palisade's expense, in its defense or settlement of the Claim. Palisade may, at its option and expense, (A) replace the Subject IP with similar non-infringing functionality, (B) modify the Subject IP so that it is non-infringing, (C) procure the right for You to continue using the Subject IP, or (D) if the foregoing options are not reasonably available, terminate the license to use the Subject IP and refund You all pre-paid Subscription Service fees for Subscription Services not yet rendered that is applicable to the Subject IP being terminated. Palisade shall have no obligation to You with respect to any Claim if such Claim is based upon (i) Your use of a version of the Subject IP that is not the most current version, (ii) Your use of the Subject IP in a manner not expressly authorized by the Documentation or this Agreement, (iii) the combination, operation, or use of the Subject IP with any third party product or service that was not listed in the Documentation, or (iv) modifications to the Subject IP other than as authorized in writing by Palisade. THIS SECTION SETS FORTH PALISADE'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

**16. LIMITATION ON AND EXCLUSION OF DAMAGES.** YOU CAN ONLY RECOVER FROM PALISADE DIRECT DAMAGES UNDER OR RELATING TO THIS AGREEMENT UP TO THE AMOUNT YOU PAID PALISADE IN THE TWELVE MONTHS PRECEDING THE FIRST CLAIM UNDER THIS AGREEMENT. MULTIPLE CLAIMS DO NOT INCREASE THIS LIMIT. YOU MAY NOT RECOVER DAMAGES UNDER OR RELATING TO THIS AGREEMENT FROM PALISADE'S SUPPLIERS. IN NO EVENT SHALL PALISADE BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AND ANY DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF OR INABILITY TO USE THE SOFTWARE OR SUPPORT SERVICES, EVEN IF PALISADE HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. This limitation applies to anything related to or arising from the Software, Support Services or this Agreement (including Your use of, the results of Your use of, or Your inability to use the Software or Support Services), and to claims for breach of contract, breach of warranty, guarantee or condition, indemnification, strict liability, negligence, other tort, or any other claim under any theory, to the maximum extent permitted by law. It also applies even if repair, replacement, or refund of fees does not fully compensate You for any losses.

**17. EXPORT RESTRICTIONS.** The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use.

**18. ENTIRE AGREEMENT.** This Agreement, together with any Quote, and in the case of renewals, the invoice issued by Palisade, forms the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter. The foregoing notwithstanding, the pre-printed terms and conditions of any purchase order or other ordering document issued by You in connection with this Agreement shall be deemed to be for Your convenience only and shall in no way modify, add to or delete from the terms and conditions of this Agreement or any Quote. No amendment to this Agreement shall be binding on Palisade unless it is in a writing executed by an authorized representative of Palisade. For the avoidance of doubt, Palisade's signature of Your purchase order signifying acknowledgement of said purchase order shall not be considered an amendment to this Agreement.

**19. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of New York, United States of America without reference to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an "Action") shall be brought only in a court of competent jurisdiction in Ithaca, New York or in the United States District Court for the Northern District of New York. Each party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any Action.

**20. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement.

**21. U.S. GOVERNMENT RESTRICTED RIGHTS.** If You are an organization of the United States government, the Software is provided with Restricted Rights. You agree to meet all requirements necessary to ensure that the Federal Government will honor such rights. Disclosure, use or reproduction of the Software and accompanying Documentation are subject to restrictions set forth in the Commercial Computer-Restricted Rights clause at Federal Acquisition Regulation 52.227-19, when applicable, or in the Department of Defense Federal Acquisition Regulations Supplement 252.227-7013.