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16. **INDEMNIFICATION BY LICENSEE:** Licensee shall defend, indemnify, and hold harmless BlueMarvel, its affiliates, and its and their licensors, officers, directors, employees, agents, and contractors (collectively, the "BlueMarvel Indemnitees") from and against any and all third-party claims, actions, demands, proceedings, losses, damages, liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) Licensee's or any Authorized User's use of the Software or any Output in breach of this Agreement or in violation of applicable law, including any decision, action, or omission made in reliance on the Software or any Output; (b) Licensee Data, including any claim that Licensee Data infringes, misappropriates, or violates any third-party rights or applicable law; (c) Licensee's breach of this Agreement, including the section titled "Data; Output; AI Technologies; Retention" and the subsection titled "No Professional Advice; Human Review"; or (d) Licensee's violation of applicable law; except, in each case, to the extent the claim is subject to BlueMarvel's defense obligations under the section titled "Intellectual Property Infringement". BlueMarvel shall provide Licensee with prompt written notice of any claim subject to indemnification under this section, provided that any failure to provide prompt notice shall relieve Licensee of its indemnification obligations only to the extent Licensee is materially prejudiced by such failure. Licensee may control the defense and settlement of any indemnified claim with counsel reasonably acceptable to BlueMarvel, provided that Licensee shall not settle any claim in a manner that imposes any obligation or liability on, or requires any admission by, any BlueMarvel Indemnitee without BlueMarvel's prior written consent. The BlueMarvel Indemnitees may participate in the defense of any claim with counsel of their own choosing at their own expense.

17. **LIMITATIONS OF LIABILITY:**

- a. **LIABILITY CAP; EXCLUDED DAMAGES:** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ELSEWHERE: (I) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BLUEMARVEL, ITS AFFILIATES, AND ITS LICENSORS EXCEED THE FEES PAID BY THE LICENSEE FOR USE OF THE SOFTWARE, IF THE LICENSE TERM IS PERPETUAL, OR THE AVERAGE ANNUAL FEES PAID FOR THE SOFTWARE, IF THE LICENSE TERM IS NOT PERPETUAL; (II) IN NO EVENT SHALL BLUEMARVEL, ANY BLUEMARVEL AFFILIATE, OR ANY BLUEMARVEL LICENSOR BE LIABLE FOR ANY DAMAGES ARISING FROM A CYBER ATTACK THAT OCCURS DESPITE BLUEMARVEL'S COMPLIANCE WITH COMMERCIALY REASONABLE SECURITY STANDARDS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, LOSS OF DATA, OR LOST PROFITS DAMAGES OF ANY KIND (INCLUDING ANY LOST REVENUE, PROFITS, SAVINGS, BUSINESS OPPORTUNITIES, USE, OR GOODWILL) HOWEVER ARISING, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE.
 - b. **APPLICATION:** THE LIMITATIONS OF LIABILITY ABOVE SHALL APPLY: (A) TO ALL CLAIMS IN THE AGGREGATE ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT; (B) REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UNDER WHICH THE CLAIM ARISES, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY, OR OTHERWISE; (C) REGARDLESS OF WHETHER BLUEMARVEL HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES; AND (D) REGARDLESS OF IF THE REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY IS AN AGGREGATE LIMIT AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE CLAIM.
 - c. **EXCLUDED MATTERS:** WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, BLUEMARVEL SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM OR RELATING TO: (A) LICENSEE DATA; (B) OUTPUT; (C) LICENSEE'S USE OF OR RELIANCE ON OUTPUT; (D) ANY TRAINING DATA, THIRD-PARTY DATA SOURCE, OR THIRD-PARTY AI TECHNOLOGY; OR (E) ANY DELETION, CORRUPTION, INTERCEPTION, ALTERATION, OR LOSS OF DATA, EXCEPT, IN THE CASE OF THIS CLAUSE (E), TO THE EXTENT CAUSED BY BLUEMARVEL'S FAILURE TO MAINTAIN COMMERCIALY REASONABLE SECURITY STANDARDS.
 - d. **BASIS OF BARGAIN; SAVINGS:** THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF THE PARTIES' BARGAIN HEREUNDER, AND LICENSEE ACKNOWLEDGES THAT SUCH PROVISIONS REPRESENT A REASONABLE ALLOCATION OF RISK. IF THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE UNDER APPLICABLE LAW, THEN BLUEMARVEL'S LIABILITY UNDER THIS LICENSE SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
18. **GOVERNING LAW:** This Agreement, and all matters concerning its construction, interpretation, performance or validity, shall be governed by the laws of the Province of Alberta excluding its conflict of laws rules. Nothing in this section shall prevent either party from seeking interim or injunctive relief from the Court of King's Bench of Alberta at any time where such relief is necessary to prevent irreparable harm. Each party shall institute and maintain any legal suit,

action, or proceeding arising out of or relating to this Agreement exclusively in the Court of King's Bench of Alberta (and any court hearing appeals therefrom). EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) ATTORNS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURT; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT.

19. **THIRD PARTY SOFTWARE:** To the extent that a third-party owns any portion of the Software licensed under this Agreement, such third-party owner shall be an intended third-party beneficiary of the limitations of liability and warranty disclaimers in this Agreement as they relate to such third party's software. Any third-party software, not licensed under this Agreement, shall be subject to third-party owner's applicable license agreement and registration requirement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SUCH THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THIS AGREEMENT. SUCH THIRD PARTIES ARE BENEFICIARIES OF THIS PROVISION. Licensee authorizes BlueMarvel to provide its contact information, including company name, mailing address, telephone number, ship-to recipient address, and primary contact's name, mailing address, telephone number, and email address, to such third-party owners for the purposes of product registration, support, and compliance with applicable import and export control laws, regulations, orders, and requirements. License terms, notices, acknowledgements, and other information regarding third-party Software may be included in a notice file provided with the Software.
20. **AUDIT:** Licensee agrees that BlueMarvel may audit Licensee's records to confirm compliance with the terms of this Agreement during the License Term and for two years thereafter. BlueMarvel agrees to provide reasonable written notice prior to conducting such an audit and agrees to conduct the audit remotely during regular business hours without unreasonably interfering with Licensee's normal business operation. No more than one audit may be conducted in any twelve-month period unless BlueMarvel reasonably and in good faith believes that Licensee is in violation of the terms of this Agreement. At Licensee's request, any such audit will be conducted by an independent third-party auditor mutually agreed by the parties and subject to confidentiality obligations no less protective than those in this Agreement. The Licensee shall cooperate with BlueMarvel's personnel conducting such audits and provide all reasonable access requested by BlueMarvel to records, information, and personnel, including machine IDs, serial numbers, and related information. Licensee may, no more than once per twelve-month period and upon at least thirty (30) days' prior written notice, request that BlueMarvel provide a summary of its then-current security practices and controls relevant to the protection of Licensee Data. BlueMarvel will use commercially reasonable efforts to respond to such request by providing, at its option, a written summary or copies of relevant third-party audit reports or certifications, if any, subject to reasonable confidentiality restrictions.
21. **ENTIRE AGREEMENT:** LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT, TOGETHER WITH THE PROPOSAL AND ANY APPLICABLE ADDITIONAL PRODUCT TERMS, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS, REPRESENTATIONS, AND COMMUNICATIONS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. Except for expressly identified third-party beneficiaries, this Agreement is for the sole benefit of the parties hereto and their respective

successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement governs the licensing and use of the Software; fees, payment terms, the License Term, usage parameters, product scope, and other commercial terms are as set out in the Proposal and may vary by customer, region, or transaction. In the event of a conflict between this Agreement and the Proposal, this Agreement governs, except that the Proposal governs commercial terms and may amend this Agreement only where the amendment expressly identifies the provision being amended and the Proposal is executed by an authorized representative of BlueMarvel. Any terms or conditions in any Licensee purchase order, vendor registration form, procurement portal, or similar document are void and of no effect, regardless of any acknowledgement, acceptance, or processing of such document. No distributor, reseller, or other third party is authorized to modify this Agreement or to make any representation, warranty, or commitment binding on BlueMarvel.

22. **AMENDMENT:** BlueMarvel may amend, modify, or supplement this Agreement from time to time by posting a revised version of this Agreement or otherwise making such revised version available to Licensee. Non-material amendments (including updates to Documentation, Product Terms for new features, and administrative corrections) will become effective upon posting. For any amendment that materially diminishes Licensee's rights or materially increases Licensee's obligations under this Agreement, BlueMarvel will provide Licensee with at least thirty (30) days' prior written notice by email or through the Software. Unless a later effective date is specified in the revised version or notice, the revised Agreement will become effective on posting. Licensee's continued access to or use of the Software after the effective date of any revised Agreement constitutes Licensee's acceptance of the revised Agreement. If Licensee objects to any material revision to this Agreement, Licensee must notify BlueMarvel in writing within thirty (30) days after notice of such material revision. Following such notice, the parties will use reasonable efforts to discuss and resolve Licensee's objection in good faith. If the parties are unable to resolve the objection within a reasonable period, either party may terminate this Agreement on written notice to the other, and Licensee shall cease use of the Software as of the effective date of termination. In the event of such termination, BlueMarvel shall pay Licensee the Pro-Rata Refund.
23. **NO WAIVER:** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
24. **NOTICES:** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Proposal or as otherwise designated by a party in writing. Notices shall be delivered by: (a) personal delivery; (b) nationally recognized overnight courier (with all fees prepaid and written confirmation of receipt); (c) certified or registered mail (return receipt requested, postage prepaid); or (d) email to the email address designated by the receiving party for receipt of notices, provided that the sending party does not receive an automated failure-to-

deliver notification. Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this section. Each party shall promptly notify the other party in writing of any change to its designated notice address or email address.

25. **INTERPRETATION:** For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.